

2025 – 2027

MASTER AGREEMENT

between the

STATE OF MONTANA

and the

**MONTANA FEDERATION OF PUBLIC
EMPLOYEES**

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1. RECOGNITION.....	3
ARTICLE 2. FEDERATION RIGHTS.....	4
ARTICLE 3. FEDERATION SECURITY	5
ARTICLE 4. MANAGEMENT RIGHTS	5
ARTICLE 5. MANAGEMENT SECURITY.....	6
ARTICLE 6. NON-DISCRIMINATION	6
ARTICLE 7. PAY AND HOURS	7
ARTICLE 8. OVERTIME AND COMPENSATORY TIME.....	8
ARTICLE 9. HOLIDAYS.....	10
ARTICLE 10. LEAVES	11
ARTICLE 11. GRIEVANCES AND ARBITRATION.....	12
ARTICLE 12. JOB SECURITY	12
ARTICLE 13. SENIORITY/LAYOFFS.....	13
ARTICLE 14. VACANCIES AND PROMOTIONS	14
ARTICLE 15. RATINGS AND WARNINGS	14
ARTICLE 16. PUBLIC EMPLOYEES' & TEACHERS' RETIREMENT SYSTEMS.....	15
ARTICLE 17. NOTIFICATIONS	15
ARTICLE 18. SUPPLEMENTAL AGREEMENTS.....	16
ARTICLE 19. OTHER	16
ARTICLE 20. SEVERABILITY.....	16
ARTICLE 21. ENTIRE AGREEMENT	16
ARTICLE 22. PAYROLL DEDUCTIONS	17
ARTICLE 23. TERM OF AGREEMENT.....	17
ARTICLE 24. NO STRIKE/NO LOCKOUT	17
ADDENDUM A. BROADBAND PAY	19
ADDENDUM B. GRIEVANCE PROCEDURE.....	20

**MASTER AGREEMENT
between the
STATE OF MONTANA
and the
MONTANA FEDERATION OF PUBLIC EMPLOYEES**

PREAMBLE

THIS AGREEMENT is made and entered into this 3/31/2026, between the State of Montana, (the "Employer" or "Management"), and the Montana Federation of Public Employees (the "Federation"). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service which vitally affects health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

**ARTICLE 1.
RECOGNITION**

Section 1. The Employer recognizes the Federation as the sole and exclusive representative of all employees within the bargaining units as defined and certified by the Board of Personnel Appeals.

Section 2. The bargaining units represented by the Federation shall be defined by the classifications provided in the Broadband Pay Plan, and where necessary by individual positions within classifications. Any disagreement may be resolved through the Board of Personnel Appeals.

Section 3. For purposes of this Agreement, the Employer extends its recognition of the Federation as exclusive representative for the following collective bargaining units:

- Department of Administration:..... Montana Public Employees Retirement Administration
- Department of Agriculture: All Eligible Employees
- Department of Labor:..... All Eligible Employees
- Department of Health & Human Services:..... Montana Mental Health Nursing Care Center –
Certain Eligible Employees
Office of Public Assistance
- Department of Transportation: All Eligible Non-Maintenance Employees
Motor Carrier Services, Enforcement Officers

Section 4. It is understood that the Employer's recognition of the Federation as exclusive representative for a bargaining unit shall be withdrawn if the Federation is decertified through the procedure established by the Board of Personnel Appeals.

ARTICLE 2. FEDERATION RIGHTS

Section 1. If the Federation designates a member employee to act in the capacity as official spokesperson for the Federation on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of the accredited officers and representatives of the individual bargaining units shall be furnished to the agency director immediately after their election and the agency director shall be notified of any changes of said representatives within seven calendar days.

Section 3. The internal business of the Federation shall be conducted by the employees during their non-duty hours; provided, however, that selected and designated Federation officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievances, including arbitration matters, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule, nor may an individual create any overtime liability as a direct or indirect result of such activities.

Section 4. The Federation's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with the Employer and shall not unduly disrupt work in progress.

Section 5. The Federation may utilize a reasonable amount of space on bulletin boards as determined by local management on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Federation. The Federation shall have the right to utilize the State's email system for the purpose of posting and communicating electronic notices. The Federation will comply with all State policies and practices regarding the appropriate use of electronic communications. Under no conditions shall the email system be used to promote or oppose political candidates, ballot issues or referenda.

Section 6. Accredited Federation representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of medical information unless the issue involves such matters, and only where justification is advanced for such access by the Federation.

Section 7. The Federation may be allowed to use the Employer's facilities for Federation meetings contingent upon availability and the Employer's approval. The Federation shall be liable for any damages as a result of such use.

Section 8. The Employer shall grant up to 60 hours of paid release time per biennium to selected and designated Federation officers or representatives for master contract negotiations.

Section 9. Designated Federation representatives and their local affiliates and chapters shall receive ample opportunity to provide membership information to Federation-represented positions during the employee onboarding process. Because State agencies have a variety of onboarding processes, the Federation shall schedule its access time with each agency. The Employer and Federation shall work together to ensure reasonable access to the onboarding processes through either in-person presentations or other avenues - such as web-based and/or written information - in those situations where in-person orientation does not occur.

ARTICLE 3. FEDERATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Federation.

Section 2. Upon receipt of the MFPE Continuing Membership form signed and dated from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues. The Employer will remit to the Federation such sums within 30 calendar days. Changes in the Federation membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change.

Section 3. The Employer, within 30 days of the signing of this Agreement, shall present the Federation with a list of names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires.

Section 4. The Federation will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. In compliance with § 39-31-303, MCA, public employees and the Federation shall recognize the prerogatives of the Employer to operate and manage their affairs in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;

3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. establish the methods and processes by which work is performed.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

ARTICLE 5. MANAGEMENT SECURITY

Section 1. The Federation hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by striking employees of any bargaining unit, provided that liability under this Section shall be restricted to physical damage to real and personal property, and shall not include any alleged loss of revenue or other incidental or punitive damage sought by the Employer.

ARTICLE 6. NON-DISCRIMINATION

Section 1. No member of the Federation shall be discharged or discriminated against for upholding Federation principles. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of the employees' skills and ability without regard to race, color, creed, national origin, age or sex.

Section 2. In accordance with the provisions of the Governmental Code of Fair Practices, the Employer shall recruit, appoint, assign, train, evaluate and promote its employees on the basis of merit and qualifications, without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

ARTICLE 7. PAY AND HOURS

Section 1. Conditions relative to governing wages and salaries are contained in Addendum A of this Agreement.

Section 2. Nothing in this Agreement will preclude any employee from exercising the right to file a classification appeal with the Board of Personnel Appeals.

Section 3. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided for herein or by supplemental agreements and by statute.

Section 4. A regular workday shall consist of eight hours of continuous work, including two duty free rest breaks as determined by individual supplemental agreement. Employees shall also be granted a duty-free meal break, the length and scheduling of which is to be determined by the individual supplemental agreement. The meal break shall normally be without pay unless established otherwise by the individual supplemental agreement.

Section 5. A regular workweek shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours.

Section 6. A designated workweek shall consist of 40 hours composed of any five consecutive workdays, immediately followed by two days off.

Section 7. In work areas where a regular workweek is not feasible, employees may be assigned to a designated workweek by mutual agreement. In the event that mutual agreement cannot be reached with any employee, the employee with the least seniority within a classification will be assigned to the duty.

Section 8. Employees placed on a regular or designated work schedule shall not have their work schedule changed unless given 10 days' notice of the change, except in emergency situations.

Section 9. Full-time employees who are called out for work and report outside the regular shift shall be paid for a minimum of two hours at a rate of one and one-half times the regular rate of pay, except for holidays, as enumerated in Article 9, which will be paid at two and one-half times the regular rate of pay. Each hour after two hours shall also be paid at the overtime rates. It is understood that this provision does not apply to overtime work, which is contiguous with the regular or designated workday.

Section 10. The pay matrix attached (Addendum A) include the entry salary and market salary rates for each pay band for fiscal years 2026-2027 exclusive of longevity pay and contribution toward health insurance as provided in statute.

Section 11. As per the statute regarding state employee pay, bargaining units must ratify a completely integrated collective bargaining agreement prior to receiving a negotiated increase in pay. Any retroactivity will be negotiable.

Section 12. The Pay Plan Rules as promulgated by the Department of Administration shall be in effect for all members of the bargaining units covered by this Agreement for the term of this Agreement.

Section 13. The Employer may schedule staggered working hours within the eight-hour workday by mutual agreement.

Section 14. If an employee is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher graded job, they shall be paid at the higher grade with the exact rate of temporary pay to be set by the Pay Plan rules. Management will not adopt a policy of refusing to authorize such assignments.

Section 15. Whenever an employee receives a pay increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 16. Relocation allowances, allowances for living in high-cost areas, shift differential, and other pay additives will be negotiated on a bargaining unit basis.

ARTICLE 8. OVERTIME AND COMPENSATORY TIME

Section 1. "Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations. "Non-exempt" employees shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over eight hours per day, or 40 hours per week. The over eight-hours per day overtime provisions of Article 7 shall not be in effect in those instances where employees are on a work schedule that anticipates an employee working 40 hours per week in other than five eight-hour days.

Section 2. Upon mutual agreement between the employee and Management, a "non-exempt" employee may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime compensation.

Subsection 1. Compensatory time for "non-exempt" employees will accrue at the rate of one and one-half hours for each hour of overtime worked.

Subsection 2. "Non-exempt" compensatory time may not be accrued beyond 240 hours, which represents not more than 160 hours of actual overtime worked.

Subsection 3. A "non-exempt" employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.

Subsection 4. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay, or the average regular rate received by such employee during the last three years of employment, whichever is higher.

This Section shall be administered in accordance with Federal Fair Labor Standards Act, Federal regulations, and Montana Operations Manual-Overtime and Nonexempt Compensatory Time Policy.

Section 3. "Exempt" employee means an employee in a position designated as executive, administrative, or professional, which is not subject to the overtime pay of the Federal Fair Labor Standards Act and its regulations. "Exempt" employees shall be given compensatory time, under the following provisions:

Subsection 1. Compensatory time will be credited on an hour-for-hour basis, for all authorized time worked in excess of eight hours per day or 40 hours per week.

Subsection 2. Compensatory time will be recorded in increments of no less than half hour, but all time earned or taken in fractions of one hour will accumulate until the half-hour minimum is attained, at which point the time will be recorded.

Subsection 3. Compensatory time may be accumulated to a maximum of 120 hours. Compensatory time in excess of 120 hours will be forfeited if not taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

Subsection 4. Compensatory time shall be earned as approved by the Employer and shall be taken at a time agreeable to the employee and the Employer.

Section 4. The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among employees in the same work unit and classification where training and ability are sufficient to do the work.

Section 5. Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article.

Section 6. The Employer agrees that no supervisor or administrator will regularly perform the duties of an employee covered by this Agreement who is ready, willing and able to perform such duties and who would normally be entitled to overtime for such performance.

Section 7. Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

Section 8. Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

Section 9. The Employer agrees not to block out periods of time during which by policy employees will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

**ARTICLE 9.
HOLIDAYS**

Section 1. For pay purposes the following shall be recognized holidays for bargaining unit employees:

New Year's Day.....	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Day.....	3rd Monday in February
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day	1st Monday in September
Indigenous Peoples' Day and Columbus Day	2nd Monday in October
Veteran's Day.....	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. An unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment. Short-term workers or student interns may not receive a floating holiday.

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. When a non-exempt full-time employee is required by the Employer to work on a holiday listed above, they will be paid at the rate of two and one-half times their regular rate of pay, or at the employee's option, one and one-half times their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and Employer. Non-exempt full-time employees shall be given the opportunity to select their option at the commencement of their employment and shall be bound by their choice for at least a one-year period unless otherwise agreed to by the Employer. Full-time exempt employees and employees who request and are authorized to work on a holiday shall receive their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and the Employer. Eligible non-exempt part-time employees shall receive benefits granted in this Section on a pro rata basis.

Section 4. Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and their supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Eligible non-exempt part-time employees shall receive benefits granted in this Section on a pro rata basis.

Section 5. Agencies covered by this Agreement may bargain in their respective supplemental agreements to flex the Indigenous Peoples' Day and Columbus Day holiday.

ARTICLE 10. LEAVES

Section 1. JURY AND WITNESS DUTY. Employees summoned to serve as jurors or witnesses shall be granted leave per § 2-18-619, MCA.

Section 2. SICK LEAVE. Employees shall be granted sick leave per § 2-18-618, MCA, and according to the following:

Subsection 1. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Failure to notify the Employer of an absence exceeding one shift may be considered just cause for immediate discharge, unless the employee can show that the lack of notification was due to circumstances beyond their control. In cases where employees are performing functions that will require a replacement, said employee will, if possible, notify Management of their absence at least four hours in advance of the beginning of the employee's shift.

Subsection 2. Sick leave used must not exceed the amount accrued by the employee. If an employee is ill and has exhausted their sick leave credits, they may use their accrued annual leave.

Subsection 3. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change their annual leave status to sick leave status and to use available sick leave credits upon furnishing Management acceptable medical certification, if required.

Subsection 4. The Employer may not require a doctor's certificate to substantiate sick leave usage from an employee in the bargaining unit unless the employee has been away from work in excess of three days on sick leave or unless the Employer has good reason to suspect sick leave abuse.

Subsection 5. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Section 3. ANNUAL LEAVE. It is understood and agreed that an employee within the bargaining units may choose to take at least two consecutive accrued workweeks of annual leave per year. It is also understood that employees may take annual leave, with prior Management approval, at their individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation.

Section 4. LEAVE WITHOUT PAY. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

Section 5. MILITARY LEAVE. Military leave shall be granted in accordance with §§ 2-18-614 and 10-1-1009, MCA, and the Montana Operations Manual Leave of Absence Without Pay Policy.

Section 6. EDUCATIONAL LEAVE. Educational leaves are to be handled on a supplemental basis.

Section 8. WORKERS COMPENSATION LEAVE. Leave and benefits for worker's compensation will be administered according to statute and agency policy.

ARTICLE 11. GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement and associated supplemental agreements. Addendum B, attached hereto, shall be utilized to resolve grievances.

Section 2. During the processing of any matter under this Article, the Federation agrees not to strike, render unfair reports or cause slowdowns, and the Employer agrees not to lock out employees represented by the Federation.

ARTICLE 12. JOB SECURITY

Section 1. A probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance.

Section 2. The probationary period shall last for six months. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer. The matter of the creation of additional probationary periods may be discussed in the appropriate supplemental(s).

Section 3. The Employer may discharge any employee with permanent status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions and shall in addition notify the Federation of the removal of an employee for cause. An employee with permanent status may appeal their dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits Management's prerogative to lay off employees in accordance with Article 13.

ARTICLE 13. SENIORITY/LAYOFFS

Section 1. Seniority means the length of continuous service with the agency since the last date of hire.

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 working days or after a permanent transfer out of the bargaining unit. However, previously credited service will not be lost, and an employee who is recalled or transfers back into the bargaining unit will retain all prior seniority. If leave without pay is for active-duty military service, seniority shall continue to accrue as if the employee were continuously employed during the leave. Seniority shall be revoked upon termination, retirement, or discharge for cause.

Section 3. Seniority, qualifications and capabilities shall be the controlling factors in filling new or vacant permanent positions.

Section 4. Qualifications, seniority and capabilities shall be the controlling factors in selection of employees for layoff among positions of the classification and geographic location, as identified in the supplemental agreements.

Section 5. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the last known address for the employee with a copy to the Federation and shall therein notify the employee that failure of the employee to notify the Employer of their intent to return to work within 10 calendar days of the mailing of said letter shall constitute a forfeiture of their right to return to work. Recall rights shall be limited to a period of one year following the date of layoff.

Section 6. No permanent employee shall be laid off while temporary or probationary employees in the same skill are retained.

ARTICLE 14. VACANCIES AND PROMOTIONS

Section 1. The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees who are interested and who feel they qualify an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired employees and employees on a leave of absence for any reason may not have the same period of notice as other employees concerning position vacancies. The posting requirements of this Article will be waived when a position becomes open or otherwise vacant and a similar recruitment pool exists for the position within the same geographical area. In such cases the Employer reserves the right to utilize the pool for a period of six months.

Subsection 1. The Employer shall regularly prepare and post information regarding vacant employment positions and newly created permanent employment positions in a reasonable manner and place to make such information available to members of the bargaining unit.

Subsection 2. The Employer will ensure that all such applications be considered in the selection process. Members in the bargaining units who are unsuccessful applicants shall be so notified upon completion of the selection process.

Subsection 3. All positions in the bargaining unit, and those positions that immediately follow in a logical ladder shall be posted per the provisions of this Article for at least seven calendar days. However, Article 13 will not apply to positions not included in the unit.

ARTICLE 15. RATINGS AND WARNINGS

Section 1. An employee may request and receive a copy of their current position description at any time.

Section 2. Unless otherwise established or modified in the individual supplemental agreements, the statewide performance evaluation system or another system approved by the State Human Resources Division shall be utilized by the Employer in the evaluation of employees covered by this Agreement. Supervisors shall receive training in the operation of the performance appraisal system before evaluating employees.

Section 3. When performance appraisals are prepared a copy of the results shall be transmitted to the employee. The immediate supervisor shall discuss the evaluation with the employee and acknowledge in the performance management system that the evaluation has been discussed with the employee. The employee may submit a brief written statement in explanation or mitigation of any remark in the performance management system.

Section 4. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that they have been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

Section 5. An employee desiring that material which they feel is incorrect and should be removed from the personnel file of the employee, shall have the right to appeal it through the grievance procedure.

Section 6. Letters of caution, consultation, warning, admonishment and reprimand shall be removed from the employee's personnel file, by written request from the employee to their supervisor, 12 months after they have been placed in the file unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

Section 7. Material placed in the personnel files of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the employee.

**ARTICLE 16.
PUBLIC EMPLOYEES' & TEACHERS' RETIREMENT SYSTEMS**

Section 1. The existing programs shall continue in full force and effect in accordance with state law.

**ARTICLE 17.
NOTIFICATIONS**

Section 1. The Employer shall give permanent employees subject to layoff a minimum of 21 calendar days advance notice and shall deliver a copy of such to the Federation, which shall be allowed an opportunity to comment.

Section 2. The Employer shall ensure reasonable access to the Federation and each employee an up-to-date policy of its rules, regulations and policies on employment related matters. The Federation shall be notified of any proposed changes or additions to personnel rules, regulations and policies issued by the Department of Administration and the individual departments, sufficiently in advance to allow discussion and comment by the Federation.

**ARTICLE 18.
SUPPLEMENTAL AGREEMENTS**

Section 1. It is hereby agreed that this contract will allow for supplemental agreements to be entered into for specific and unique requirements in the affected agencies. In all cases, specific provisions shall prevail over general provisions.

Section 2. In all units where supplemental agreements are to be entered into, this Master Contract shall not be effective in its particulars until the specific provisions of the supplemental agreements are completed.

**ARTICLE 19.
OTHER**

Section 1. If an employee is required to wear a uniform, or any type of protective clothing or protective device, the Employer shall furnish said items.

Section 2. The Federation shall have access to the State Employee Group Benefit Advisory Council at its quarterly meeting and shall through that statutorily established channel have formal input relative to health insurance.

Section 3. The Employer shall use actual odometer mileage within reason in computing travel reimbursements so long as actual odometer mileage reflects travel for state business and except wherever prohibited by state regulation or authorized federal authority.

**ARTICLE 20.
SEVERABILITY**

Section 1. If any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

**ARTICLE 21.
ENTIRE AGREEMENT**

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Federation for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not

be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Article 1, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Section 2. The parties recognize the right, obligation and duty of the Department of Administration and its duly designated officials to promulgate rules, regulations, directives and orders from time-to-time as deemed necessary insofar as such rules, regulations, directives and orders that effect the members of the bargaining units covered by this Agreement are not inconsistent with the terms of this Agreement or any supplemental agreements to this Agreement and are not inconsistent with the laws of the State of Montana and federal laws.

ARTICLE 22. PAYROLL DEDUCTIONS

Section 1. In addition to the monthly dues' deductions authorized in Article 3 of this Agreement, bargaining unit members shall be allowed to authorize the Employer to deduct from their pay checks such amounts that they desire in order to participate in programs that have the prior approval of both the Employer and the Federation.

ARTICLE 23. TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of the 1st day of July 2025 and shall remain in full force and effect through the 30th day of June 2027. If one of the parties desires to modify this Agreement, it shall give the other written notice of its intent to do so. In such case, the parties agree to give written notice no less than 60 days prior to the expiration date. It is also agreed that the Employer and the Federation will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters. The Federation shall have the right to engage in concerted activity after December 31, 2026, for matters pertaining to wages and economic benefits in the 2027-2029 biennium.

ARTICLE 24. NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, neither the Federation nor its agents or representatives will cause, sanction, or take part in any strike or any other interference with the operation of the Employer's business, except as provided in Article 23.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

THIS AGREEMENT is signed and dated this 3/31/2026.

THE STATE OF MONTANA:

Signed by:

Karol Anne Davis

382B3990E2BE4DB
Karol Anne Davis, Chief Negotiator
State Office of Labor Relations

THE FEDERATION:

DocuSigned by:

Joseph Dompier

6B69BB6FBA4E41E...
Joe Dompier, Field Representative
MFPE

**ADDENDUM A.
BROADBAND PAY**

Effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

State of Montana Benefit Plan Contribution.

The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

The monthly State of Montana employee contributions will increase for 2026 and 2027 plan years. The tables below break out the monthly increase both before and after the wellness incentive which increased to \$60 per month for the 2026 and 2027 plan years.

The cost of employee-only coverage will be covered by the Employer contribution, after the wellness incentive is applied.

Employee Monthly Contributions Before Wellness Incentive		
Contribution Type	2026 Plan Year Contribution	2027 Plan Year Contribution
Employee Only	\$60	\$60
Employee and Spouse	\$318	\$326
Employee and Children	\$134	\$138
Employee and Family	\$397	\$407

Employee Monthly Contributions After Wellness Incentive		
Contribution Type	2026 Plan Year Contributions	2027 Plan Year Contributions
Employee Only	\$0	\$0
Employee and Spouse	\$198	\$206
Employee and Children	\$74	\$78
Employee and Family	\$277	\$287

The monthly Tobacco Surcharge will increase to \$60 for the 2026 and 2027 plan year.

The State has the discretion to manage all aspects of the State Health Plan, to include, but not be limited to, deductibles, coinsurance levels, and maximum out-of-pocket levels. Member contributions will only increase beyond the rates established above if the Risk-Based Capital (RBC) level is at or below 300%.

ADDENDUM B. GRIEVANCE PROCEDURE

Section 1. Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement. All potential grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution.

Section 2. Grievance Procedure.

Step 1

A grievance involving the interpretation or application of the written provision(s) of this Agreement shall be submitted by the employee or union representative to the employee's immediate supervisor or management designee within 14 calendar days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 14 calendar days from receipt of the grievance to respond in writing.

Step 2

If the grievance is not resolved at Step 1, a formal grievance may be submitted by the Union in writing within 14 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to the appropriate management official. The management official at the second step shall have 14 calendar days from receipt of the grievance to respond in writing.

Step 3

If the grievance is not resolved at Step 2, the Union may submit a Step 3 formal grievance to the agency head or designee within 21 calendar days of the Step 2 response. The agency head or designee shall have 21 calendar days from receipt of the grievance to respond in writing.

Step 4

Should the Union consider the decision of the agency head unsatisfactory, the Union shall, within 21 calendar days of such decision, notify the agency head and the State Office of Labor Relations of its intention to take the grievance to arbitration.

Step 5

After notification of arbitration, the State Office of Labor Relations (OLR) will work with the Union and management to determine if there is a mutually acceptable resolution

that can be found or if the matter should go to mediation. If OLR determines the parties cannot resolve informally or through mediation, the decision should proceed to final and binding arbitration. If there is a cost associated, the parties will share it equally. The timeline for the grievance processing will be put on hold until the mediation is final or the decision is made to move to arbitration.

Section 3. Rules of Grievance Processing.

Subsection 1. Waiving time limits. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

Subsection 2. Timeliness. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn. Failure on the part of the Employer’s representative to answer within the time limit set forth in any step will entitle the employee to the next step.

Subsection 3. Elements of the grievance. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

1. Name of employee(s)/Union grieving.
2. Date of the violation.
3. The step of the grievance.
4. A complete statement of the grievance and facts upon which it is based.
5. The specific Article(s) and Section(s) of the Agreement violated.
6. The specific remedy or correction requested.
7. The signature of each grievant or representative.

Subsection 4. Alternative procedures.

1. As recognized in § 49-2-512, Title 49 of Montana Code Annotated establishes the exclusive remedy for acts constituting an alleged violation of the Montana Human Rights Act. In the event of a grievance based upon an alleged violation of this Act, the statutory procedures of filing a claim with the Human Rights Bureau shall be the exclusive remedy.
2. As recognized in § 2-18-1011, Title 2 of Montana Code Annotated establishes the exclusive remedy for an alleged violation of classification or compensation. In the event of a grievance based upon an alleged violation of this provision, the statutory procedures of filing a claim with the Board of Personnel Appeals shall be the exclusive remedy.

Section 4. Rules of Arbitration.

Subsection 1. Selection of Arbitrator. The parties shall request a list of seven arbitrators from the Board of Personnel Appeals and shall alternatively strike names from the list. The last remaining name shall serve as the arbitrator.

Subsection 2. Arbitrator's limitations. No grievance which fails to meet the requirements of Section 3, Subsection 3 of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

Subsection 3. The parties agree either party may file pre-arbitration dispositive motions or request a bench decision from the arbitrator.

Subsection 4. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay the entire cost. If each party requests a transcript, they shall equally share the cost.

Subsection 5. The arbitration location shall be in Helena, Montana unless otherwise mutually agreed by the parties.

